

PART 2000 - GENERAL

SUBPART S - Cooperative Agreement Between the U. S. Department of Agriculture, Farmers Home Administration (FmHA) and the National Society of Public Accountants (NSPA).

§2000.901 General.

The National Society of Public Accountants (NSPA) is authorized to provide financial advice and guidance to Farmers Home Administration (FmHA) borrowers and grantees. The attached Cooperative Agreement (Exhibit A) between NSPA and FmHA has been developed to establish an effective liaison and coordination of activities between the two organizations and to assure prompt and efficient service to borrowers and grantees requesting such service.

§2000.902 Servicing Arrangements.

Upon receiving a request from a borrower/grantee for counselling, the FmHA State Director will contact the NSPA, 1717 Pennsylvania Avenue, NW., Washington, DC 20006, ATTN: Executive Vice President, indicating the name and address of the borrower/grantee. The NSPA will then notify their appropriate chapter director, with copy of the letter to the FmHA State Director, who will place a local NSPA member in contact with the borrower/grantee.

§2000.903 State supplements.

State Directors may issue State supplements to the extent necessary to properly implement the policies of the Cooperative Agreement.

§2000.904 - 2000.950 [Reserved]

Attachment: Exhibit A

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Distribution: WSDC

Administration  
General

Cooperative Agreement Between the U.S. Department of Agriculture,  
Farmers Home Administration (FmHA) and the National Society of Public  
Accountants (NSPA)

PREAMBLE

This joint agreement affirms the mutual desire of the Farmers Home Administration (FmHA) and the National Society of Public Accountants (NSPA) to cooperate in the establishment of their respective policies and procedures, to complement the activities of each other and for the NSPA to provide voluntary, technical and management assistance to FmHA applicants, borrowers and/or grantees.

I. PRIORITY

Both FmHA and NSPA place a high priority on providing sound financial advice and guidance to FmHA applicants, borrowers and/or grantees in areas of management assistance, recordkeeping, and preparation of financial reports and statements.

Realizing that such assistance is available and desirable, it is therefore, appropriate for FmHA and the NSPA to enter into this agreement.

II. GENERAL GUIDELINES

A. The FmHA administers its loan and grant programs through its State and County Offices. The NSPA will administer this program through the use of its local (chapter director) State affiliate president.

B. The FmHA State Directors and the NSPA (chapter directors) State affiliate presidents, or their designees, and appropriate officials at the National level will establish a liaison and periodically coordinate their activities to:

1. Assure that intended recipients receive the services needed and requested.
2. Define areas of mutual cooperation.
3. Provide maximum public benefit from the use of their respective resources.

III. AGREEMENT

A. The NSPA agrees to participate either independently or in conjunction with FmHA in educational programs, management counseling, training, meetings, and other assistance in the areas of, but not limited to, recordkeeping, reporting and preparation of financial statements as requested by FmHA.

B. Upon request for assistance by the applicant, borrower/grantee the FmHA State Director will notify the NSPA who will designate an appropriate member at the local (chapter) level to provide the requested service.

C. The FmHA State Director's request will be forwarded directly to the appropriate (chapter director) State affiliate president as designated by the NSPA.

D. Upon completion of any counseling to applicants, borrowers and/or grantees and at monthly intervals during extended counseling cases, the local NSPA member through the (chapter director) State affiliate president will provide the FmHA State Director with a report of assistance rendered.

E. It is understood that such counseling or other assistance shall be performed by the NSPA members free of charge.

F. All information received and developed in the course of counseling by the NSPA member shall be kept in strict confidence. During the period of counseling the members will not:

1. solicit or accept compensation for any services to clients assigned to them;
2. recommend the purchase of goods or services from sources in which NSPA members have an interest or represent;
3. request or accept fees or commission from third parties who have supplied goods or services to a client upon NSPA members' recommendation; and
4. concurrently serve competing clients without full disclosure to all parties.

G. Upon completion of NSPA member services rendered voluntarily in accordance with the provisions of this agreement and the agreement between NSPA and the client, said members shall not be precluded from performing such services for compensation as requested by the client.

H. Since NSPA member's services are given voluntarily and gratuitously, it is understood and agreed that neither the NSPA nor any of its members will assert any claim for compensation for such services against FmHA, it's officials or employees prospective or existing, or the business-person counseled pursuant to this agreement. It is further understood and agreed that FmHA cannot assume any liability for any expense including, but not limited to, transportation and subsistence expenses incurred in providing services under this agreement. The NSPA reserves the right to accept or decline assignment and any member may withdraw from assignment and/or as volunteer at any time upon written notice to the FmHA and the client.

This Cooperative Agreement shall take effect upon the date of its execution, may be amended at any time by agreement of both parties, and shall remain in force until it is expressly abrogated by either of the parties.

United States Department  
of Agriculture  
Farmers Home Administration

By: \_\_\_\_\_ /s/ \_\_\_\_\_ Date: 9/22/78 \_\_\_\_\_  
GORDON CAVANAUGH  
Administrator

The National Society of  
Public Accountants

By: \_\_\_\_\_ /s/ \_\_\_\_\_ Date: Jan. 2, 1979 \_\_\_\_\_  
MINOR S. SHIRK  
President

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